out four provisos or exceptions to the defined *unlawful* "discrimination". If the acts of the Respondent, Mead's Fine Bread Company, fall within the last proviso, then there can be no "discrimination" within the meaning of the Act.

The fourth exception or proviso states that

> "Nothing contained in Section * * * 13 * * * shall prevent price changes from time to time where in response to changing conditions affecting the market for or the marketability of the goods concerned, such as but not limited to actual or imminent deterioration of perishable goods, obsolescence of seasonal goods, distress sales under court process or sales in good faith in discontinuance of business in the goods concerned."

We have failed to find any case where this proviso has been passed upon by a court, but its terms are clear and unequivocal. In the writing of Statutes Congress is presumed to have used words in their usual, well settled and natural sense (*U. S.* v. *Stewart*, 61 S. Ct. 102, 311 U. S. 60; *Helvering* v. *Hutchings*, 61 S. Ct. 653, 312 U. S. 393; *Crane* v. *Commissioner*, 67 S. Ct. 1047; 331 U. S. 1; *U. S.* v. *Sullivan*, 68 S. Ct. 331, 332 U.S. 689) and the plain meaning of the words of a statute has great weight in statutory interpretation. (*Browder* v. *U. S.*, 61 S. Ct. 599, 312 U. S. 335).

This provision permits price changes where they are made in response to conditions affecting the "market for and marketability of goods" and points out several specific situations that they wanted excepted; but Congress was careful to recognize and provide for other situations that would arise by expressly stating that the proviso was "not limited to" those specified.

Respondent admits that the reduction in price was made in response to the boycott carried out pursuant to the

petition (R. 13); Petitioner makes no contention to the contrary. The parties to this cause are capable, ligitimate business men. They were competitors in Santa Rosa and in the surrounding taerritory (R. 35). The Respondent had its plant in Clovis, New Mexico (R. 75). The Petitioner had his plant in Santa Rosa, New Mexico, and took the position that he needed all of the bread and other bakery business in Santa Rosa to realize the profit he felt he was entitled to (R. 12). Upon suggestion of his landlord and a few friends he decided not to move his plant, provided he could have all of the bakery business in Santa Rosa (R. 12, 13 & 14). What better way could this be accomplished than to completely extinguish or destroy the market for his only competitor (R. 44), Mead's Fine Bread Company? To this end a plan was agreed upon and a petition was circulated whereby the participants agreed to the destruction of Respondent's market. Whether it was an agreement not to buy Respondent's products or to buy only Petitioner's products is not material. Either would satisfy the demands of Petitioner for a monopoly of the Santa Rosa market—the price fixed by him to keep his plant in Santa Rosa. He was a party to the plan to destroy Respondent's market. It was his price. He attended meetings held in connection with the plan. He concluded to accept the benefits that would accrue from its success (R. 50 & 51). A meeting was called to fix the effective date of the plan and the time was then agreed upon. The Petitioner attended that meeting. (R. 50 & 51). The day arrived—September 3, 1948. On that day the Respondent offered its products as usual to its Santa Rosa market which consisted of eleven grocery stores. There was no market for its products on that day in any of them, save one small store (R. 35). Respondent reduced the price of its bread only—and only—in Santa Rosa, (R. 43) and over